

**AMENDMENT ONE**

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA,  
AND  
THE CITY OF AVONDALE**

THIS AMENDMENT is entered into May 6, 2004, **Amendment One**, to JPA 02-159, AG Contract No.: KR02-1816TRN, filed 26 November, 2002, filed with the Secretary of State under No. 25651, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State"), and the CITY OF AVONDALE, acting by and through its MAJOR and CITY COUNCIL (the "City").

**I. RECITALS**

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 and the City Charter, Section 3, Article I, to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

THIS AGREEMENT is amended to include electrical service for landscape at Interstate 10 (I-10) at 115<sup>th</sup> Avenue, milepost (MP) 131.68.

THEREFORE, this agreement is amended and agreed to as follows:

Recital I, Paragraph 4, is added as follows:

4. The State has approved additional funds of \$21,000.00 to incorporate the upgrade of electrical services for landscape, located within the City, on Interstate 10 (I-10) at 115<sup>th</sup> Avenue, herein referred to as the "Project". The upgrade of electrical services is to comply with National Electric Code, normal Arizona Department Transportation (ADOT) wiring procedures and SRP requirements.

#0/

NO. 25651  
Filed with the Secretary of State  
Date Filed: 05/06/04

Jenice K. Brewer  
Secretary of State

By: Dianna D. Graesswald

## **II. SCOPE OF WORK**

1. The State will:

**Article II. Paragraph 1.f. is added as follows:**

f. Upon execution of this amendment no. 1, receipt and approved of an invoice, remit to the City for the total construction cost of the Project, including its proportionate share of any cost increases, currently estimated at amount up to but not to exceed \$21,000.00.

2. The City will:

**Article II. Paragraph 2.h. is added as follows:**

h. Upon execution of this amendment no. 1, invoice the State \$21,000.00 for the State's participation in the cost of the Project.

**Article II. Paragraph 2.i. is added as follows:**

i. Be responsible for construction and inspection of the Project. Coordinate final inspection and acceptance with the State.

## **III. MISCELLANEOUS PROVISIONS**

**Article III. Paragraph 8 is added as follows:**

8. This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

**Article III. Paragraph 9 is added as follows:**

9. Non-Availability of Funds: Every payment obligation of the State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

**All other terms and conditions of the original Agreement remain in full force and effect.**

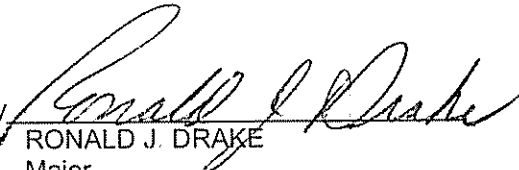
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IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF AVONDALE

STATE OF ARIZONA

Department of Transportation

By   
RONALD J. DRAKE  
Major

By   
DANIEL S. LANCE, P.E.  
Deputy State Engineer

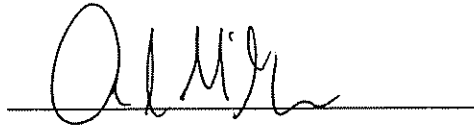
ATTEST

By   
LINDA FARRIS  
City Clerk

APPROVAL OF THE CITY OF AVONDALE ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, TRANSPORTATION PLANNING DIVISION, and CITY OF AVONDALE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 30<sup>th</sup> day of MARCH, 2004

A handwritten signature in black ink, appearing to be 'A. M. H.', is written over a horizontal line.

City Attorney



TERRY GODDARD  
ATTORNEY GENERAL

OFFICE OF THE ATTORNEY GENERAL  
STATE OF ARIZONA

TRANSPORTATION SECTION  
WRITER'S DIRECT NO: 602.542.8837

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR02-1816-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

Date: 30 April 2004

Terry Goddard  
ATTORNEY GENERAL

A handwritten signature in black ink, reading "James R. Redpath", written over a horizontal line.

James R. Redpath  
Assistant Attorney General  
Transportation Section

JRR:djd:780214